

1 **THE URBAN LAW FIRM**

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UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

10 TRUSTEES OF THE BRICKLAYERS &
11 ALLIED CRAFTWORKERS LOCAL 13
12 DEFINED CONTRIBUTION PENSION TRUST
13 FOR SOUTHERN NEVADA; *et al.*,

14 Plaintiffs,

15 vs.

16 PRACTICAL FLOORING, INC., a Nevada
17 corporation; and DANETTE BORDLEMAY-
18 ROYBAL *aka* DANETTE ROYBAL, an
19 individual,

20 Defendants.

Case No. 2:16-cv-00510-GMN-GWF

**STIPULATION FOR DISMISSAL
WITHOUT PREJUDICE**

19 Plaintiffs, Trustees of the Bricklayers & Allied Craftworkers Local 13 Defined Contribution
20 Pension Trust for Southern Nevada, Trustees of the Bricklayers & Allied Craftworkers Local 13 Health
21 Benefits Fund, Trustees of the Bricklayers & Allied Craftworkers Local 13 Vacation Fund; Bricklayers
22 & Allied Craftworkers Local 13 Nevada; Trustees of the Bricklayers & Trowel Trades International
23 Pension Fund, Trustees of the Bricklayers & Trowel Trades International Health Fund, and Trustees of
24 the International Masonry Institute, by and through their counsel of record, The Urban Law Firm; and
25 Defendants, Practical Flooring, Inc., and Danette Bordlemay-Roybal *aka* Danette Roybal, by and
26 through their counsel of record, Kung & Brown, hereby stipulate and agree as follows, subject to the
27 approval and Order of the Court:
28

1 1. A full and final settlement of the above-entitled action has been entered into and agreed
2 to by the Parties.

3 2. The Parties have executed a Settlement Agreement setting forth the terms of their
4 agreement. The terms and conditions of the Settlement Agreement and all documents referred to or
5 attached thereto are incorporated herein by this reference.

6 3. The Settlement Agreement provides, in part, that this Court will retain jurisdiction to
7 enforce the terms of the Settlement Agreement and, if necessary, may enter a stipulated consent
8 judgment in the case of any uncured default of the Settlement Agreement, according to its terms.

9 4. Therefore, the Parties do hereby request that this action be dismissed, without prejudice,
10 with the Court to retain jurisdiction to enforce the terms and provisions of the Settlement Agreement.

11 Dated: December 29, 2017

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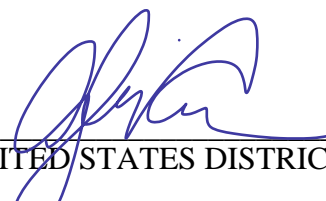
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KUNG & BROWN

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***Counsel for Defendants, Practical Flooring,
Inc. and Danette Roybal***

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24 **IT IS SO ORDERED.**

25 
26 _____
27 UNITED STATES DISTRICT JUDGE
28 Dated: December 29, 2017